



VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES AGENDA

MEETING DATE: MAY 25, 2021
AGENDA ITEM SECTION: MATTERS REQUIRING ACTION
AGENDA ITEM NO. : 9
AGENDA ITEM: CONSIDER A RESOLUTION AUTHORIZING THE PURCHASE OF A TRUCK LIFT FROM SEFAC USA, INC. FOR THE AMOUNT OF \$44,176.00
ITEM BACKUP DOCUMENTATION: <ul style="list-style-type: none">1. MEMORANDUM DATED MAY 13, 2021 FROM FIRE CHIEF WILLIAM OSBORN TO MAYOR ROSSILLO, BOARD OF TRUSTEES, RICHARD LEINS/INTERIM VILLAGE ADMINISTRATOR, JEFF CHUHTA/VILLAGE TREASURER AND ELIZABETH DREAPER/VILLAGE CLERK2. SEFAC SALES QUOTE3. DRAFT RESOLUTION

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2. SEFAC SALES QUOTE
3. DRAFT RESOLUTION

Dobbs Ferry Fire Department

112 Main Street PO Box 95, Dobbs Ferry, NY 10522

Non-Emergency # 914 693-0310

Fax # 914 693-0996



Livingston Hose Company #1

Ogden Engine Company #1

Resolute Hook & Ladder Company #1

To: Mayor Vincent Rossillo and Board of Trustees

Richard Leins, Interim Village Administrator

Jeff Chuhta, Village Treasurer

Elizabeth Dreaper, Village Clerk

From: William Osborn, Fire Chief

Subject: Authorize the Fire Chief to purchase a truck lift

Date: May 13th, 2021

Within the 2021-2022 budget, which was recently passed, the Fire Department and Department of Public Works have appropriated approximately \$50,000 for a heavy duty truck lift across both of our equipment lines.

This lift will help both the Fire Department and the Department of Public Works immensely. The lift will allow the Village Mechanic to perform service and repairs in house on the trucks that previously had to be sent to a third party for service and repairs, which would take weeks and was not cost effective. The trucks will be repaired faster in house and we will not have to pay someone else to service or repair them saving us both time and money.

The reason that I am asking you to authorize us to purchase the lift prior to the start of the 2021-2022 fiscal year is because we were made aware by the vendor that with the rising cost of steel due to the COVID-19 pandemic, the price of the lift will be increasing approximately 10% to 15% if the order is not placed by June 1st 2021.

The quote we have now from the vendor SEFAC USA, Inc. who is on state contract is for \$43,211 plus \$965 for shipping for a total of \$44,176. If we wait to order the lift after June 1st it will be approximately an additional \$6,500. The lift will take four to six months to be built and delivered, and we will not be sent an invoice until the lift is delivered well into the 2021-2022 fiscal year.

I am requesting that we purchase the lift prior to June 1st 2021, so that we do not incur any additional cost for the lift, due to the rising price of steel and we lock in the current price. Thank you for considering this matter, please contact me with any questions.



381 Nina Way
Warminster, PA 18974
USA

Quote #:	AAAQ1625-01
Date:	Feb 4, 2021
Project:	Dobbs Ferry, NY
Terms:	NET 30

Prepared For:

Gary Visoky
9142909856
gvisoky@dobbsferry.com

Sanitation Equipment Corp.
1 Stanley Ave.
Dobbs Ferry, NY 10522
United States

Your Account Manager:

Ken Kramer
kkramer@sefacusa.com
267-702-2813
381 Nina Way
Warminster, PA 18974
USA

Notes:

****GSA CONTRACT # - 47QMCA20D0047****

****NYS Vendor ID # - 1100210975****

Here is the quote you requested.

****During the unprecedented COVID-19 situation, we are taking steps to protect the health of our employees and our customers. As a result, there may be some temporary limitations and delays in lead times of new products, parts, service and support as we prioritize critical services. With that said SEFAC USA will continue to service our customers as best we can, in an efficient manner. Please do not hesitate to contact us at any time, to discuss your SEFAC needs.****

****ALL CUSTOMERS UPON RECEIPT OF YOUR ORDER PLEASE INSPECT ALL ITEMS BEFORE ACCEPTANCE FROM FREIGHT COMPANY TO ENSURE NO DAMAGES INCURRED DURING SHIPPING.****

- Stock Depending
- This is fully expandable if additional lifts are needed of the same model
- 2-year warranty
- Spare parts inventory in the US
- Factory trained service Technicians
- Pricing includes commissioning by factory service technician

****TAXES ARE NOT INCLUDED****

Qty	Part Number	Description	Unit Price	Ext. Price
1	SW3-(4)	SW3 (1 Set of 4) 110V Wireless Mobile Column Lifts Capacity per column lbs 18,000 Operating mode single/pair/group (4, 6 or 8) Control Pendant + screen on each column Tyre size 8.25 R 20 to 13.00 R 22,5 Normal lifting speed Up inch/min 30 (loaded or unloaded) Normal lifting speed Down inch/min 30 (loaded or unloaded) Dimensions Overall (l x L x h) inch 46 x 42 x 99 Leg height inch 5.5 Net weight per column lbs 990 Motor power kW 1,5 Battery charge time h 8 Dust water protection level IP54 (electrical box and engine) High-precision lifting speed inch/min 15 (up or down / loaded or unloaded) inch (Ø 38 - 46) Lifting height inch 72.	\$35,500.00	\$35,500.00

Re-circulating ball nut and screw lifting technology

*Power: 110v/200 Cycle Rechargeable, Dual 12v - Batteries.

Qty	Part Number	Description	Unit Price	Ext. Price
Complete Wireless Communication between Columns.				
1	PZM03	Low-Slung Lifting Beam - Feature PZM 03 - Total length 133.75 inch Total width 31.5 inch , Total height 7.5 inch, Weight per unit 550 lbs. Capacity - 26,450-lbs. (ea)	\$4,367.00	\$4,367.00
4	TBP530R	TBP530R Tall (Spring Loaded) Axle Stand - Capacity: 33,000-lbs, Min Height: 51(in) Max. Height: 78.50(in) - Stroke: 27.50(in) 119-lbs.	\$836.00	\$3,344.00

Lead Time: 8 - 10 Weeks (Upon Order)

Delivery Time: 1 - 2 Weeks

Customer Hours Of Operation: 7:00AM - 4:00PM

The shipment charges are only valid for 7-days.

Please contact me if I can be of further assistance.

Kenneth Kramer

Regional Sales Manager
SEFAC USA, Inc.
610-290-2508
kkramer@sefacusa.com

Proposal Valid for 90 days. Subsequent to the 90 days, additional charges may apply.

SubTotal	\$43,211.00
Tax	\$0.00
Shipping	\$965.00
TOTAL	\$44,176.00

CUSTOMER ACCEPTED SIGNATURE:

General sales conditions updated 02/2020

1 – General clause

Orders or offer acceptances, and generally speaking all the sales contracts concluded between us and the purchaser, imply – for the latter – clean acceptance of the general sales conditions set out below, which are considered as accepted conclusively.

These conditions prevail over and above all other mentions or documents, unless formal and express dispensation is granted by us.

2 - Confidentiality

Studies, plans, drawings and documents handed over or sent by ourselves remain our property; they may therefore not be communicated to third parties for any reason whatsoever by the purchaser.

3 – Contract formation

When an estimate is drawn up by us, it constitutes the special conditions which, when added, modify or supplement these general conditions. In the event of an order received from the purchaser, this order will only be considered as definitively accepted by us after written acceptance on our part. It is this acceptance which will in this case make up the special conditions.

4 – Delivery and risk transfer

In our company, parts delivery is considered accomplished upon payment by the customer of the transportation costs, whatever the contract may stipulate. It is performed by the supply being handed over directly to either the customer or the carrier/hauler designated by the customer in the contract, or failing this one chosen by us. It is incumbent on the customer, unless stipulated to the contrary, to assume the transportation costs and risks for merchandise sold after delivery. The risks are transferred to the customer at the time of delivery, as explained above, notwithstanding the right of reservation of title.

5 – Delivery wait time

1.1 The delivery wait times run from the date on which the order is confirmed by us and, at the earliest, from the date on which all the documents, material and details of execution have been supplied by the customer, the latter having also fulfilled every other prior condition the accomplishment of which is his responsibility, in particular payment of the tooling.

1.2 The imperative nature of the agreed wait time is to be specified in the contract as well as the type (availability date, date of presentation for inspection or acceptance, actual delivery date, etc.). Failing such specifications, the wait time is considered only as indicative. Any modification to the contractual conditions of supply will lead to a new wait time being fixed.

1.3 The contractual wait times are extended at our request or at the request of the customer for any cause outside his/her control and which has placed the party requesting this extension in a situation rendering it impossible to fulfil obligations. The defaulting party must inform the other party of this impossibility in writing as soon as it arises, and both parties must then immediately consult each other in order to agree on the measures which consequently need to be taken.

6 – Reservation of title

We reserve the right of reservation of title on the delivered merchandise until it has been fully paid for (law No. 80-335 of 12 May 1980). The merchandise which has not been fully paid for is considered as being in the custody of the customer, who assumes complete responsibility for all aspects.

Except in the case of non-payment at the due date of any one of our invoices or of the purchaser going bankrupt, our customers are authorised to sell merchandise which has not yet been paid for in full, since the reservation of title clause above refers to the price. Moreover, we reserve the right to ask the subsequent purchaser to pay directly the amounts outstanding.

7 - Prices

Prices are valid for 30 days as from the supply being sent out and are to be understood as not including tax and as ex-factory. They take into account neither fitting/installation nor commissioning of the material/equipment.

8 - Conditions of payment and late payment penalties

Payments are considered as being made to our head office. The term and method of payment, as well as the possible payment of deposits, are to be governed by an explicit agreement attached to the contract. The deposits are payable in cash within 10 days from the date appearing on the invoice. Payments are made within 30 days from the date appearing on the invoice.

In the event of dispensation from the principle of cash payment, failure to accept a commercial paper or a computerised bill of exchange within 10 days

of its being issued, or failure to make payment by or on the due date, authorises us to suspend deliveries and makes the whole debt due immediately as of right, and may lead to a mark-up equal to 1.5 times the legal monthly interest rate as well as termination of the transaction by way of an ordinary letter notifying of our decision.

Should an unredeemed debt be remitted for collection subsequent to formal notice in the form of a registered letter with acknowledgement of receipt being in vain, the debtor will undertake to pay – as a penalty clause and in compliance with article 1226 of the Civil Code – a 15% mark-up on the whole of the amounts remitted for collection, with a minimum of \$100 (USD).

The customer cannot exempt himself/herself from paying all or part of a sum due based on whatever pretence on his part, in particular on account of the right to guarantee, without our agreement.

9 - Guarantee

Our equipment is guaranteed against any faulty operation stemming from a material, manufacturing or design defect under the conditions indicated below. The faulty operation must appear within a period of 12 months after start-up and at the latest 15 months as from the availability date.

The guarantee is excluded when:

- the defective material or design originates with the purchaser;
- the faulty operation results from repair or maintenance work carried out on our equipment without our authorisation;
- the components used by the purchaser have not been provided by SEFAC;
- the defective operation is caused by normal wear of the merchandise item, a negligence or errors of maintenance on the part of the purchaser;
- the use of our equipment does not comply with the recommendations indicated in our User Manuals;
- the defective operation is due to a case of force majeure.

For fear of forfeiting the right to guarantee, the purchaser is bound to inform of cases of non-compliance within a maximum period of 30 days after becoming aware of them by registered letter, which will be sent to: SEFAC USA, 381 Nina Way, Warminster, PA 18974. No claim will be receivable beyond this deadline. Any repair or maintenance work carried out on this equipment without our agreement will result in loss of the right to guarantee. Under the guarantee, we will replace free of charge the parts or material/equipment acknowledged by SEFAC to be defective and returned to our production plant. The repairing or replacement of the parts during the guarantee period can in no way give rise to an extension of the guarantee's duration.

Guarantee of our materials and/or equipment can only be ensured under the conditions listed above provided that all amounts due have been collected by SEFAC in their entirety, as the sales conditions stipulate.

For the travelling columns, the guarantee runs from the commissioning form reception date (this form is validated by the customer). This document is to be returned to our Commercial Department within 48 hours after material/equipment startup by our personnel, and at the latest 15 days following its becoming available.

No claim relating to the intrinsic quality of the products will give rise to guarantee or to any suspension whatever of - or to any deduction in - the payments due by the purchaser, the latter acknowledging that he/she is perfectly familiar with the products.

10 – Return Policy

All returned merchandise requires authorization. Contact our service representatives first for shipping instructions. Credit will not be issued unless authorization to return merchandise has been received.

For all merchandise returned to Sefac for reasons other than warranty, a 20% restocking fee and round-trip shipping costs will be deducted from the credit refund. All returned items must be in their original box or crating and must include all packing material, manuals and all accessories. At our discretion, a restocking fee may be charged if your product is opened or is not returned in its original condition, box, or is missing packing material, manuals or any accessories. Any merchandise must be returned within a 30-day timeframe.

11 - Abandonment of the contract

In a case of force majeure such as a violent upheaval, a major natural disaster, disruption of economic conditions, total bankruptcy of the supplier and unforeseeable difficulties showing up during execution of the order, we reserve the right to cancel the order in question either in part or in whole. In this case, we are bound to inform the customer as quickly as possible after the events forcing us to take our decision. Our customer will not be entitled to claim compensation should this situation arise.

Any dispute or point of contest which may come out of an interpretation or the execution of these general sales conditions will be settled by the competent tribunals, namely those of New York state.

**RESOLUTION OF THE VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES
AUTHORIZING THE FIRE CHIEF TO PURCHASE A TRUCK LIFT**

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Village of Dobbs Ferry hereby authorizes the Fire Chief to purchase a truck lift from SEFAC USA, Inc. for the amount of \$ 44,176.00